

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

RATIFICATION, AMENDMENT AND REVIVOR OF OIL AND GAS LEASE

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS:

This Amendment of Oil and Gas Lease ("Amendment") is executed by Ricky Brent Keis, whose address is 3821 Harlanwood Dr., Fort Worth, Texas 76109, ("Lessor"), and Chesapeake Exploration, L.L.C., the address of which is P. O. Box 18496, Oklahoma City, Oklahoma 73154-0496 and Total E&P USA, Inc., whose address is 1201 Louisiana Street, Suite 1800, Houston, Texas, 77002 (collectively, "Lessee") for the purposes and considerations hereinafter expressed.

WHEREAS, Lessee is the current owner of the interest in and under that certain oil and gas lease (the "Lease") dated February 11, 2010 from Lessor to FOUR SEVENS ENERGY CO., LLC. recorded as document number D210052466, Real Property Records, Tarrant County, Texas.

WHEREAS, Total E&P USA, Inc. acquired an undivided 25% of Chesapeake Exploration, L.L.C.'s working interest in the aforementioned Lease and both desires to amend the Lease as follows.

WHEREAS, the parties named herein now desire to revive, ratify and amend the Lease as hereinafter set forth.

1. The legal description is hereby changed to read as follows:

Tract 1

Being Lot 4, Block C, Bellaire an Addition to the City of Fort Worth, Tarrant County, Texas, according to plat recorded in Volume 388-Three, Page 113, Deed Records of Tarrant County, Texas.

Tract 2

BEING A PORTION OF LOT 5, Block C, Bellaire Addition to the City of Fort Worth, according to the plat recorded in Volume 388-3, Page 113, Tarrant County Plat Records being more particularly described as follows:

Commencing at a point in the south line of Harlanwood Drive said point being the northerly common corner between Lot 4 and 5, said Block C;

Thence south 00 degrees 14 minutes west along the common line between Lots 4 and 5, for a distance of 78.9 feet to the Point of Beginning of the tract herein described;

Thence south 89 degrees 46 minutes east for a distance of 1.4 feet;

Thence south 27 degrees 50 minutes east for a distance of 3.4 feet;

Thence south 05 degrees 00 minutes west for a distance of 36.05 feet to a point on the common line between lots 4 and 5, Block C;

Thence north 00 degrees 14 minutes east for a distance of 38.92 feet to the POINT OF BEGINNING and containing 60 square feet of land.

2. This Amendment shall be binding upon and inure to the benefit of each of the parties hereto and their respective heirs, successors and assigns, and may be executed in multiple counterparts, each of which shall be deemed to be an original and shall be binding upon each party executing the same whether or not it is executed by all.

3. The Lessor hereby grants and leases the Lease Premises to the Lessee on the terms and conditions set forth in the Lease, as amended hereby, and the Lessor hereby revives, adopts, ratifies and confirms the Lease, as amended hereby, and agrees that the Lease, as amended hereby is a valid and subsisting lease in full force and effect in accordance with its terms and provisions, as amended.

4. Terms defined in the Lease shall have the same meaning in this Amendment.

5. It is further understood and agreed by all parties hereto that the provisions contained herein shall supersede any provision to the contrary in said Lease described herein, however in all other respects, said Lease and the prior provisions thereto, shall remain in full force and effect.

JX 0514380-000

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned do hereby revive, adopt, ratify, and confirm said lease, grant, demise and let the land described on Exhibit A unto Chesapeake, subject to and in accordance with all of the terms and provisions of said Lease as amended herein

EXECUTED on the date(s) subscribed to the acknowledgements below, but effective as of the 11th day of February, 2010.

LESSOR:

By: 

Name: Ricky Brent Keis

LESSEE:

CHESAPEAKE EXPLORATION, L.L.C.

By: 

Henry J. Hood, Senior Vice President
Land and Legal & General Counsel

ghm
a
ad

LESSEE:

TOTAL E&P USA, INC.,
a Delaware corporation

By: 

Eric Bonnin, Vice President -
Business Development and Strategy

MB

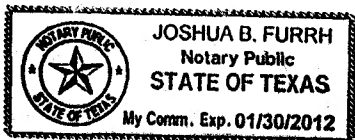
ACKNOWLEDGMENTS ON FOLLOWING PAGES

ACKNOWLEDGMENTS

STATE OF Texas §
 COUNTY OF Tarrant §

The foregoing instrument was acknowledged before me, on this 25th day of August, 2010 by Ricky Brent Keis.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the day and year last above written.



Notary Public in and for the State of Texas.

Signature of Notary: [Signature]

JOSHUA B. FURRH

(Print Name of Notary Here)

SEAL:

My Commission Expires: 1/30/2012

STATE OF OKLAHOMA §
 COUNTY OF OKLAHOMA §

This instrument was acknowledged before me on this 23rd day of September, 2010, by Henry J. Hood, as Senior Vice President – Land & Legal and General Counsel of Chesapeake Operating, Inc., general partner of Chesapeake Exploration, L.L.C., an Oklahoma limited liability company, on behalf of said limited liability company.



[Signature]

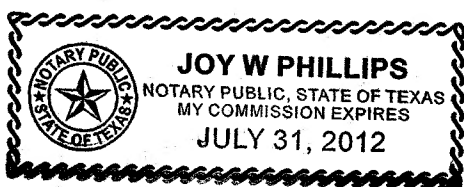
Notary Public, State of OKLAHOMA

Printed Name: Cori Dawn Fields

My commission expires: 5.17.11

STATE OF TEXAS §
 COUNTY OF HARRIS §

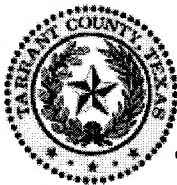
The foregoing instrument was acknowledged before me this 4th day of October, 2010, by Eric Bonnin as Vice President – Business Development and Strategy of **TOTAL E&P USA, INC.**, a Delaware corporation, as the act and deed and on behalf of such corporation.



[Signature]
 Notary Public in and for the State of Texas

SUZANNE HENDERSON

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

PURPLE LAND MANAGEMENT LLC
3880 HULEN ST STE 670
FT WORTH, TX 76107

Submitter: PURPLE LAND MANAGEMENT

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 10/25/2010 10:29
AM

Instrument #: D210262790

LSE 4 PGS \$24.00

By: _____

Suzanne Henderson

D210262790

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: VMMASSINGILL